

FIRST AMENDMENT TO JOINT USE AGREEMENT

THIS FIRST AMENDMENT TO JOINT USE AGREEMENT (the "**First Amendment**"), is made and entered into this _____ day of 11/30/2023 | 3:36 PM, EST, 20____, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida (the "**CITY**"). The **BOARD** and **CITY** are sometimes referred to in this First Amendment individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the Parties entered into that certain Joint Use Agreement, dated November 23, 2021 (the "**Agreement**"), for use of recreational facilities at Miami Beach Senior High School (the "**School**"); and

WHEREAS, the Parties wish to correct the following scrivener's errors in the Agreement: (1) the title to the Agreement is hereby corrected to reflect "Joint Use Agreement", instead of "Lease Agreement"; and (2) the date of approval for the City's Resolution No. 2021-31775 is hereby corrected to reflect "July 28, 2021", instead of "March 17, 2021"; and

WHEREAS, the **CITY** has approached the **BOARD** with a request to install a scoreboard on the Stephen Ross Field at the School ("**Scoreboard Installation**") for joint use by the Parties; and

WHEREAS, the Parties are desirous of entering into this First Amendment to allow for the **CITY** to construct recreational improvements at the School, under the terms and conditions as set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of November 18, 2020, School Board Agenda Item F-1, Board Action # 120,976, authorized the Superintendent to grant or deny all approvals or waivers required under the Agreement, including, without limitation, authorizing construction of improvements within the Demised Area (as such term is defined in the Agreement); and

WHEREAS, the City of Miami Beach, by the adoption of Resolution No. 2022-32140, at its meeting of May 11, 2022, approved this First Amendment.

NOW THEREFORE, for and in consideration of the conditions and covenants hereinafter

contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article VI (IMPROVEMENTS TO THE DEMISED AREA) is amended to add the following language:

“As a condition of entering into the First Amendment to the Agreement, the Parties acknowledge and agree that the CITY shall construct or cause to be constructed, the Scoreboard Installation on the Stephen Ross Field at the School, generally in conformance with the site plan and associated details, including detailed elevations, as set forth in **Exhibit “D”**, which Exhibit “D” shall be approved by the Parties and attached hereto and made a part hereof prior to execution of the First Amendment by the Parties. The City shall be responsible for all costs related to the Scoreboard Installation, except for (1) the contribution of \$12,500 as proffered by the District; (2) the administrative fee of Five Percent (5%) of the estimated cost for project management related tasks, including serving as the liaison between the BOARD and CITY for any design and construction activities within the DEMISED AREA; (3) any other District fees or costs including, without limitation, those relating to the plan review, permitting and inspections. For avoidance of doubt, the foregoing fees and costs are waived solely for the Scoreboard Installation.

The Parties further acknowledge and agree that, subsequent to completion of construction of the Scoreboard Installation, a copy of the Certificate of Occupancy, Certificate of Completion, or equivalent (“**Scoreboard Installation CO**”), shall be attached hereto and become a part hereof as **Exhibit “E”**. The CITY shall complete construction of the Scoreboard Installation, and secure the Scoreboard Installation CO, in full compliance with the provisions set forth below.

In addition to the Scoreboard Installation, the CITY may, with the prior written approval of the BOARD, or its designee, such approval to be issued at the sole discretion of the BOARD, modify existing recreational improvements and/or construct additional recreational improvements on the DEMISED AREA, at CITY’S sole cost and expense (all such improvements are collectively referred to herein as the “**Work**”).

Unless otherwise waived by the District, CITY acknowledges and agrees that as a precondition to commencing any Work, CITY shall be responsible for payment to the BOARD of all costs borne by the BOARD for jurisdictional plan review, permitting, and inspections. CITY shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD'S consultant of such services. Unless otherwise waived by the District, CITY further acknowledges and agrees that as a condition precedent to commencing any Work within the DEMISED AREA, CITY shall prepay to the BOARD Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and CITY for any design and construction activities within the DEMISED AREA. In that capacity, BOARD shall assist CITY in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. CITY shall provide funding to BOARD in the full amount charged for these services, prior to issuance by BOARD of construction permits. Additionally, CITY shall be responsible for all costs associated with design of the Work.

CITY agrees that no Scoreboard Installation Work on the DEMISED AREA may be undertaken unless the plans are first submitted to and approved in writing by the BOARD, or its designee, which BOARD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Scoreboard Installation Work. Any and all warranties between CITY and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions, and the BOARD shall be named as Third Party Beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Scoreboard Installation Work shall be performed in a good and workmanlike manner by contractors who are licensed and insured, and the CITY shall provide evidence of same to the BOARD prior to commencement of any Scoreboard Installation Work. If required by the BOARD, at the BOARD'S sole discretion, CITY'S contractors must be pre-qualified by the BOARD before commencing any Work or construction activities on the DEMISED AREA or any other

portion of the School.

The BOARD'S Building Department shall have sole authority for any Scoreboard Installation Work taking place at the School and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Scoreboard Installation Work. The Scoreboard Installation Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District's design criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by CITY upon completion of the Scoreboard Installation Work, and evidence of same, satisfactory to BOARD, shall be provided without demand. All Scoreboard Installation Work shall be limited to those areas designated in the plans, and CITY shall have no authority to access any other portions of the School, except as otherwise provided for in this Agreement or as authorized by the BOARD, or its designee, on an as-needed basis.

The Scoreboard Installation Work shall conform at all times to safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt nor interfere with the BOARD'S operations at the School. CITY and its contractors shall take all necessary safety precautions during the Scoreboard Installation Work, secure all construction areas by appropriate construction fencing, and coordinate on an ongoing basis with the School Administrator to ensure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times, and minimize impact on BOARD'S staff, visitors, invitees and the public at all times during the Work. CITY shall make every reasonable effort to ensure that construction related activities to be performed at the School are conducted during other than School hours, and CITY'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted within the DEMISED AREA during School hours, or in the event CITY requires access to the School site for any other reason, the CITY shall first secure the approval of the School Administrator.

Prior to the commencement of the Scoreboard Installation Work, CITY shall provide the BOARD with a schedule for the commencement and completion of the Scoreboard Installation Work. If BOARD, or its designee, requests that CITY cease any work at the School due to unreasonable interference or violation of any applicable rules and regulations or BOARD'S criteria, then CITY shall immediately discontinue its activities at the School, and shall proceed only after BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized CITY to continue.

CITY shall cause each and every of its contractors and subcontractors doing work at the School site to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims arising from the negligent or wrongful act or omission of the contractors or subcontractors, as applicable. In addition, as a pre-condition to commencing the Scoreboard Installation Work, CITY shall require CITY'S contractor(s) to provide BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of CITY'S contractor, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of CITY'S contractor as required by Florida Statutes: Part One: Statutory; Part Two: \$1,000,000 Each Accident, \$1,000,000 Disease – Policy Limit, \$1,000,000 Disease – Each Employee, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. CITY'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities until the Work is accepted by the BOARD.

The CITY covenants and agrees that it shall indemnify, hold harmless and defend BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by CITY within the DEMISED AREA or elsewhere on the School campus. In

addition, CITY shall cause each and every of its contractors and subcontractors performing work at the DEMISED AREA (hereinafter collectively referred to as "**CITY's Contractors**", and individually as the "**CITY's Contractor**") to further covenant and agree, at CITY's Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the CITY's Contractors performance under any contract by and between CITY and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, CITY and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with CITY's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between CITY and/or its assigns and any CITY's Contractors.

If, as a result of CITY'S actions in the performance of the Scoreboard Installation Work, or failure to act, portions of the DEMISED AREA or School are damaged, then the CITY shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to CITY'S entry onto the DEMISED AREA or School, ordinary wear and tear, or damage by fire, windstorm or other Acts of God excepted. CITY shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the CITY is unable to complete the work within said thirty (30) day period, CITY shall provide BOARD with written notification stating the reasons, together with a schedule for the completion of the repairs ("**Extended Cure Period**"). If CITY fails to complete the repair work within the prescribed time frame or ninety (90) days from receipt of written notice from the BOARD, whichever is greater, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at CITY'S sole cost and expense. CITY covenants and agrees that it shall reimburse BOARD for this work within thirty (30) days of receipt from BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by CITY to substantiate the nature and completeness of the work.

Notwithstanding the foregoing, in the event of damage to the School caused by CITY or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of BOARD'S students, staff and visitors, and requiring immediate repair, as determined by BOARD at BOARD'S sole discretion, BOARD may,

at BOARD'S sole discretion, complete the necessary repairs, at CITY'S sole cost and expense.

For purposes of the Scoreboard Installation only, there will be no requirement for payment and performance bond ("**Bond**").

CITY shall not permit any liens or notices of violation to be filed or attached to the DEMISED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Scoreboard Installation Work performed by CITY pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida or any other jurisdiction, CITY shall, within twenty (20) calendar days of receipt of written notice from BOARD of the existence of such lien, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of CITY, and CITY shall cure said violation(s) within ninety (90) days of receipt thereof, at CITY'S sole cost and expense. Should CITY fail to comply with this requirement, then BOARD may, by its own effort, cause such notice of violation to be removed of record, and CITY shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that CITY shall not commence any of the Work or construction activities within the DEMISED AREA or at or about the School site until BOARD, or its designee, has received all items stipulated in this Agreement and has notified CITY, in writing, that it is authorized to start the Scoreboard Installation Work.

At the completion of the Work, the CITY shall secure an inspection of the DEMISED AREA from BOARD'S designee, verifying that the work on the DEMISED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Scoreboard Installation Work. In addition, the CITY agrees that the CITY or the CITY'S contractors shall restore the DEMISED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the CITY. The CITY shall provide to the BOARD all as-built drawings,

Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

For the remainder of its useful life, the scoreboard will display the reference of "Stephen Ross Field" and contain the CITY's logo.

In addition to the Scoreboard Installation, the CITY may, with the prior written approval of the BOARD, or its designee, such approval to be issued at the sole discretion of the BOARD, modify existing recreational improvements and/or construct additional recreational improvements on the DEMISED AREA (all such improvements are collectively referred to herein as the "Additional Work"). BOARD, in its sole discretion, may require CITY to execute a Construction Agreement governing each Party's responsibilities related to any approved Additional Work.

The maintenance responsibilities for each Party related to all improvements or facilities installed or operated pursuant to this Agreement shall be governed by Article VII. All improvements or facilities installed, operated, and maintained by the CITY on the DEMISED AREA or School pursuant to this Agreement shall become the property of the BOARD, without compensation due to CITY, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations."



3. The effective date of this First Amendment shall be the date on which the last of the Parties executes this First Amendment.
4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.


[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and CITY have caused this First Amendment to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA


Print Name: Tabitha G. Fazzino

Print Name: KATHRYN HURD

By: 
Dr. Jose L. Dotres
Superintendent of Schools
Date: 10/30/2023

TO THE BOARD: APPROVED AS TO RISK
MANAGEMENT ISSUES:
Office of Risk and Benefits Management


RECOMMENDED:



Risk and Benefits Officer
Date: 10/4/2023


Raul F. Perez
Chief Facilities Design & Construction
Officer
Date: 10/04/2023

TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:


Treasurer
Date: 10/5/2023


Office of the General Counsel
Date: 10/17/23

WITNESSES AS TO THE CITY:




CITY:
CITY OF MIAMI BEACH

DocuSigned by:

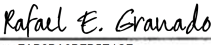
Print Name: Dr. Leslie Rosenfeld

DocuSigned by:

Print Name: John Rebar

By:   
Name: Alina T. Hudak
Title: City Manager
Date: _____

ATTEST:

DocuSigned by:

City Clerk Rafael E. Granado
Date: 11/30/2023 | 3:36 PM EST

**TO THE CITY: APPROVED AS TO FORM,
LANGUAGE & FOR EXECUTION:**

By: 
For City Attorney 
Date: 11/15/2023

EXHIBIT "D"
TO
JOINT USE AGREEMENT

**APPROVED SITE PLAN AND/OR OTHER INFORMATION, INCLUDING DETAILED
ELEVATIONS, DEPICTING THE INSTALLATION OF THE SCOREBOARD**

[consisting of six (6) pages, including this title page]

Paint & Tape Colors

FAIR-PLAY

SCOREBOARD	PANTONE	C	M	Y	K	R	G	B	HEX / HTML
Sunflower Yellow	1235 C	0	32	95	0	255	183	27	FFB71B
Burnt Orange	167 C	18	79	100	7	193	83	27	C1531B
Bright Red	485 C	6	98	100	1	225	37	27	E1251B
Cardinal Red	200 C	16	100	87	7	193	2	48	C10230
Crimson Red	194 C	27	96	66	18	159	40	66	9F2842
Deep Maroon	209 C	29	100	70	27	142	21	55	8E1537
Bright Purple	2685 C	93	100	18	21	49	0	111	31006F
Grape Purple	525 C	72	93	33	23	88	44	95	582C5F
Champion Blue	289 C	99	84	45	51	10	34	64	0A2240
Reflex Blue	Reflex Blue C	100	93	14	12	0	22	137	001689
Royal Blue	3015 C	95	65	13	1	0	96	156	00609C
Carolina Blue	298 C	65	10	1	0	60	180	229	3CB4E5
Teal	321 C	100	22	42	2	0	137	150	008996
Kelly Green	348 C	97	22	100	9	0	131	62	00833E
Forest Green	567 C	85	51	70	54	21	62	53	153E35
Brown	731 C	36	71	100	37	120	67	17	784311
Charcoal Gray	431 C	67	52	44	17	91	102	112	5B6670
Signal Black	Black C	67	64	67	67	45	42	38	2D2A26
White	0	0	0	0	0	0	0	0	FFFFFF

TRIM TAPE	PANTONE	C	M	Y	K	R	G	B	HEX / HTML
Bright Yellow	108 C	0	5	98	0	254	219	0	FEDB00
Sunflower Yellow	1235 C	0	32	95	0	255	183	27	FFB71B
Bright Orange	1655 C	0	84	100	0	255	77	0	FF4D00
Tomato Red	485 C	6	98	100	1	225	37	27	E1251B
Cardinal Red	200 C	16	100	87	7	193	2	48	C10230
Burgundy	209 C	39	91	57	37	114	37	61	72253D
Purple	525 C	72	93	33	23	88	44	95	582C5F
Light Navy	2768 C	100	91	37	45	2	29	73	021D49
Intense Blue	2935 C	100	68	4	0	0	85	184	0055B8
Forest Green	567 C	85	51	70	54	21	62	53	153E35
Medium Gray	422 C	41	31	32	0	158	161	162	9EA1A2
Silver Metallic	877 C	49	39	39	3	137	140	142	898C8E
Satin Gold Metallic	872 C	43	48	74	19	134	112	77	86704D
Signal Black	Black C	67	64	67	67	45	42	38	2D2A26
White	0	0	0	0	0	0	0	0	FFFFFF



**FOOTBALL SCOREBOARD
SPECIFICATIONS**

MODEL: FB-8318-2

CAPTIONS (H" x W")

HOME	11" x 39"
VISITOR	11" x 50"
BALL ON	11" x 36"
DOWN	11" x 29"
TO GO	11" x 29"
QTR	11" x 20"
TOL	8" x 16"
Colon Diameter	3"

DIGIT SIZES (H")

Ball On (or On)	24"
Game Clock	24"
Team Scores	24"
To Go	24"
Down	24"
Qtr	18"
Timeouts Left	15"



DIMENSIONS

Height	Length	Depth	Weight
7'-6"	18'-0"	10"	575 lbs.

STANDARD EQUIPMENT

- Super-bright, wide-angle amber LED design
- 4-level control console display brightness adjustment
- 5-year limited warranty
- Easy access built-in service points
- Quality engineered water resistant aluminum
- Complete, secure and durable display mounting
- Built-in lightning suppressor (for standard data direct wire only)
- Request a free project design renderings
- Help Desk Support
- USA Factory authorized national and local sales, service and installation

OPTIONAL EQUIPMENT

- Full-color electronic message displays
- Integrated scoring and display systems
- Illuminated, non-illuminated identification and sponsorship signage
- Personalized vinyl home team name
- Scoreboard caption color (other than white)
- Custom, unique signage options
- Scoreboard control carrying case
- Truss and decorative steel systems
- Field use time
- Power lighting protector or protective net



ELECTRICAL

Voltage	Freq.	Watts	AT/PO	Phase	Wiring	Circuits Required	Safety Listing	Scoreboard Display	Control Console
120 VAC	60	576	5	1	2-Wire - ground	1	ETL/CETL	-22° to 131° F	-30° to 55° C

All heights and measures are approximate. To confirm specifications please contact your local Fair-Play representative.

OPERATING TEMPERATURES

For applicable models, consult with a sales representative on the following:

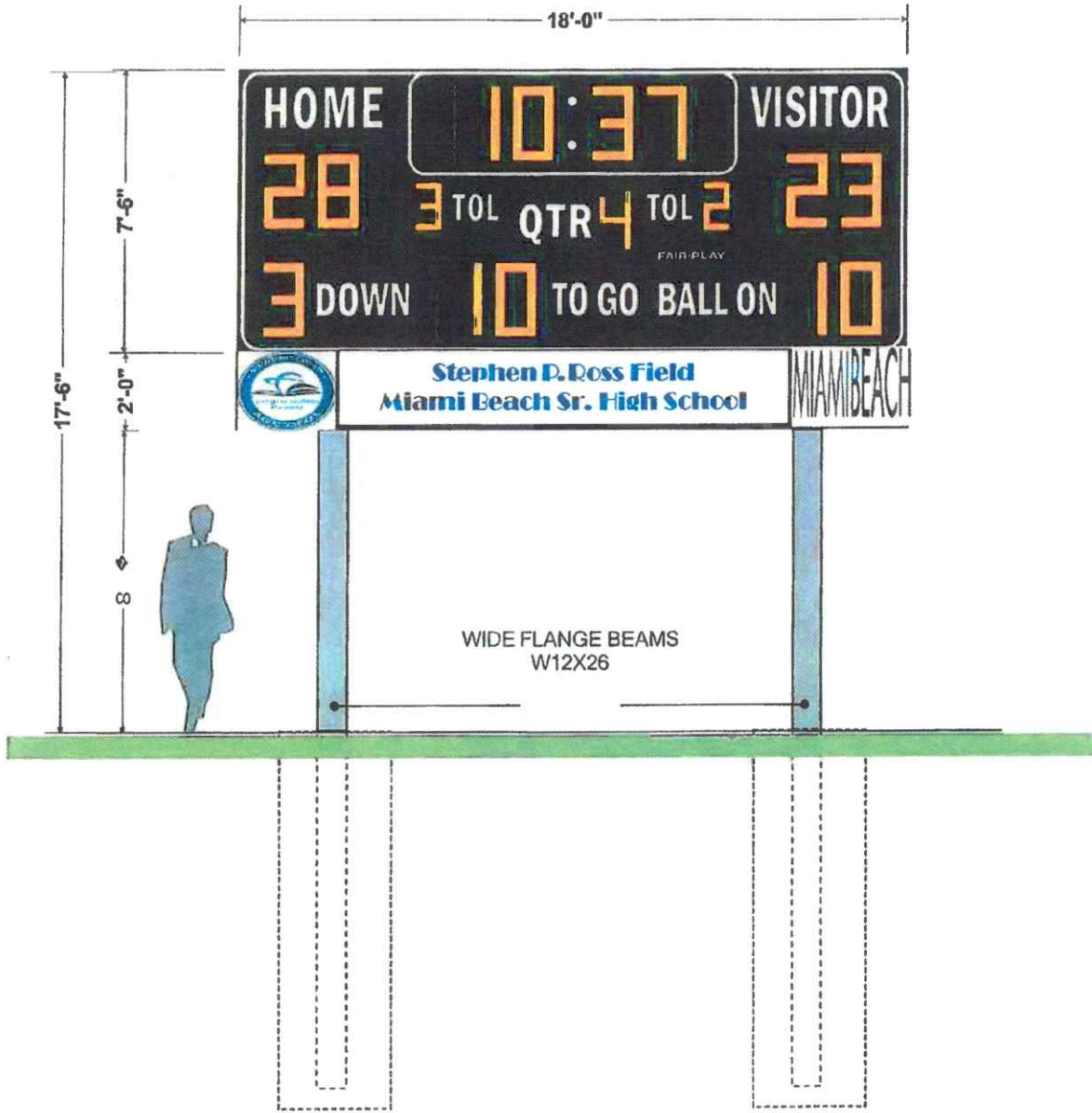
- Choice of Fair-Play's scorekeeper approved score systems
- Electronic Team Names
- Rear-illuminated scoreboard captions or scoreboard sport-conversion captions (electronic)
- Changeable scoreboard game captions — electronic available, operated via control
- Integrated, second operator statistics control

For orders and questions:
sales@fair-play.com

FAIRPLAY CORPORATION 800.247.0265 • fair-play.com
Over 85 Years of Sports Scoring Experience 6110 Aviator Drive, Hazelwood, MD 63042

Miami Beach High — Proposed Scoreboard Location





QPT. 1 FAIR-PLAY SCOREBOARD W/ BOTTOM SPONSOR PANEL

CLIENT:
CITY OF MIAMI BEACH
PROJECT:
FOOTBALL SCOREBOARD
ADDRESS:
MIAMI BEACH

DRAWING#
RR-00L
DATE:
04-14-23

CUSTOMER APPROVAL
DO NOT SIGN, READ AND UNDERSTAND
 To Avoid Paying Extra, Please Review Carefully.
 PRINT: _____
 SIGNATURE _____
 TITLE _____
 DATE _____

STATE CERTIFIED
ES 0000361

Digital Signatures are required for all documents that require digital signatures or digital authentication in order to verify the document.

Copy Right 2023

i2
 i2 Systems Inc.
 1608 BENCHMARK AVE.
 FT. MYERS, A. 33806
 (888) 467-3223
 888-420-9909

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905



Phone: (239) 687-3223
sales@i2visual.com
i2visual.com

Bill to
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Ship to
Miami Beach Senior High School
2231 Prairie Ave.
Miami Beach, FL 33139

Quote #: q10090

Quote Date: 4/6/2023

Item	Description	Quantity	Price	Amount
Sales	Fairplay 8318-2 Football Scoreboard 7' 6" x 18' Florida Buy 22-168 \$9100 less 10% =	1	\$8,190.00	\$8,190.00
Sales	MP-80 Controller \$1210 less 10% = \$1089	1	\$1,089.00	\$1,089.00
Sales	Wireless Receiver \$450 less 10% = 405	1	\$405.00	\$405.00
Sales	Freight from Missouri to Florida At Cost	1	\$1,200.00	\$1,200.00
Sales	Installation Materials W14x48 Steel I-beams \$9650 plus 10% = \$10,615 Steel Bracing \$1200 plus 10% = \$1320 Concrete \$3200 plus 10% = \$3520 Culverts \$1800 plus 10% = \$1980 Electrical Supplies (Wire, Conduit, Connectors) \$600 less 10% = \$540 Paint \$300 plus 10% = \$330	1	\$18,305.00	\$18,305.00
Sales	Installation per hour - 2 men in crane \$250 less 10% = \$225	60	\$225.00	\$13,500.00
Sales	Installation per hour - one man in bucket truck \$150 less 10% = \$135	60	\$135.00	\$8,100.00
Sales	Sealed Engineering	1	\$500.00	\$500.00
			Tax:	\$0.00
			Total:	\$51,289.00

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905



Phone: (239) 687-3223
sales@i2visual.com
i2visual.com

Authorization

I hereby authorize i2 Visual, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I accept the services performed by i2 Visual, Inc. are to my satisfaction.

EXHIBIT "E"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of ___ (___) pages, including this title page]

[to be attached upon completion of the Scoreboard Installation and issuance of
same by the BOARD]

RESOLUTION NO. **2022-32140**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, TO PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$12,500 ("CITY'S CONTRIBUTION"), FOR THE ATHLETIC FIELD SCOREBOARD AT MIAMI BEACH SENIOR HIGH SCHOOL, TO BE MATCHED BY A CONTRIBUTION FROM MIAMI-DADE COUNTY PUBLIC SCHOOLS NORTH REGION OFFICE ("SCHOOL BOARD") IN THE AMOUNT OF \$12,500; ACCEPTING A CONTRIBUTION FROM THE MIAMI DOLPHINS, LTD, IN PARTNERSHIP WITH THE NFL FOUNDATION (COLLECTIVELY, THE "MIAMI DOLPHINS") IN THE AMOUNT OF \$25,000; AND FURTHER AUTHORIZING THE CITY MANAGER TO (1) ACCEPT THE DONATIONS FROM THE SCHOOL BOARD AND THE MIAMI DOLPHINS, AND (2) NEGOTIATE AND EXECUTE ANY REQUIRED DOCUMENTS OR AGREEMENTS RELATED TO THE PURCHASE, INSTALLATION AND MAINTENANCE OF THE SCOREBOARD.

WHEREAS, the Education Compact reflects the desire of the Miami Beach community to support excellence in education in the City's public schools and is an investment in the overall enhancement of education for the City's residents; and

WHEREAS, at the February 9, 2022 City Commission meeting, item C4E was referred to the Finance and Economic Resiliency Committee for discussion, to discuss funding up to \$25,000 for the athletic scoreboard to match funds from the Miami Dolphins. The former Stephen Ross Field, named after Miami Dolphins owner Stephen Ross, is a turf field located at Miami Beach Senior High school. Miami Beach Senior High School is among the oldest public high schools in South Florida, and Miami Dolphins owner Stephen Ross is an alumnus from the class of 1958. Miami Beach Senior High School unveiled its newly renovated football field on January 29, 2020. The \$1.1 million "legacy" Super Bowl project was funded through a partnership between the NFL, Miami-Dade County Public Schools, and the City of Miami Beach. The field is expected to impact students for decades to come. The field project was partially financed by a \$250,000 donation from the Dolphins Foundation, and a \$350,000 donation from the City of Miami Beach; and

WHEREAS, The Dolphin's NFL Foundation will provide Miami Beach Senior High PTSA a \$25,000.00 grant to fund a new athletic scoreboard for Miami Beach Senior High School. The donation is contingent upon a match by the City of Miami Beach or PTSA or other entity to help complete the \$50,000 cost of the scoreboard. The Dolphin donation is also contingent upon the field to remain in Stephen Ross's name as it was in the past with his name on the scoreboard "Stephen Ross Field." The City of Miami Beach may also have its logo placed on the scoreboard; and

WHEREAS, at the April 19, 2022 Finance and Economic Resiliency Committee meeting, a motion was passed to support a matching contribution of \$12,500 for the scoreboard at the Miami Beach Senior High School field. Miami Dade County Public Schools Region II Office has committed a match of \$12,500 with the Miami Dolphins in partnership with the NFL providing \$25,000 in funding; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Finance And Economic Resiliency Committee, to provide matching funds in the amount of \$12,500 ("City's Contribution"), for the athletic field scoreboard at Miami Beach Senior High School, to be matched by a contribution from Miami-Dade County Public Schools North Region Office ("School Board") in the amount of \$12,500; accepting a contribution from the Miami Dolphins, Ltd, in partnership with the NFL foundation (collectively, the "Miami Dolphins") in the amount of \$25,000; and further authorizing the City Manager to (1) accept the donations from the School Board and the Miami Dolphins, and (2) negotiate and execute any required documents or agreements related to the purchase, installation and maintenance of the scoreboard.

PASSED AND ADOPTED this 4 day of May 2022.

ATTEST:



RAFAEL E. GRANADO, CITY CLERK

MAY 10 2022


DAN GELBER, MAYOR



**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 4-26-22
City Attorney *EX* Date

Resolutions - C7 K

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: May 4, 2022

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE, TO PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$12,500 ("CITY'S CONTRIBUTION"), FOR THE ATHLETIC FIELD SCOREBOARD AT MIAMI BEACH SENIOR HIGH SCHOOL, TO BE MATCHED BY A CONTRIBUTION FROM MIAMI-DADE COUNTY PUBLIC SCHOOLS NORTH REGION OFFICE ("SCHOOL BOARD") IN THE AMOUNT OF \$12,500; ACCEPTING A CONTRIBUTION FROM THE MIAMI DOLPHINS, LTD, IN PARTNERSHIP WITH THE NFL FOUNDATION (COLLECTIVELY, THE "MIAMI DOLPHINS") IN THE AMOUNT OF \$25,000; AND FURTHER AUTHORIZING THE CITY MANAGER TO (1) ACCEPT THE DONATIONS FROM THE SCHOOL BOARD AND THE MIAMI DOLPHINS, AND (2) NEGOTIATE AND EXECUTE ANY REQUIRED DOCUMENTS OR AGREEMENTS RELATED TO THE PURCHASE, INSTALLATION AND MAINTENANCE OF THE SCOREBOARD.

RECOMMENDATION

Administration is seeking approval to partner with the Miami Dade County Public Schools and the Miami Dolphins Foundation and NFL for the scoreboard at Miami Beach Senior High School. The anticipated cost to the City of Miami Beach is \$12,500, with an additional \$12,500 from MDCPS and \$25,000 from the Miami Dolphins Foundation. Currently, there is no funding for this partnership in the FY22 budget.

BACKGROUND/HISTORY

At the April 19, 2022 Finance and Economic Resiliency Committee a motion was passes to support a matching contribution of \$12,500 for the scoreboard at the Miami Beach Senior High School field. Miami Dade County Public Schools Region II Office has committed a match of \$12,500 with the Miami Dolphins in partnership with the NFL providing \$25,000 in funding. At the February 9, 2022 Commission meeting a referral was placed for discussion on the Finance and Economic Resiliency Committee agenda to discuss funding up to \$25,000 for the athletic scoreboard to match funds from the Miami Dolphins. The former Stephen Ross Field, named after Miami Dolphins owner Stephen Ross, is a turf field located at Miami Beach Senior High school. Miami Beach Senior High School is among the oldest public high schools in South Florida, and Miami Dolphins owner Stephen Ross is

an alumnus from the class of 1958. Miami Beach Senior High School unveiled its newly renovated football field on January 29, 2020. The \$1.1 million "legacy" Super Bowl project was funded through a partnership between the NFL, Miami-Dade County Public Schools, and the City of Miami Beach. The field is expected to impact students for decades to come. The field project was partially financed by a \$250,000 donation from the Dolphins Foundation, and a \$350,000 donation from the City of Miami Beach.

ANALYSIS

The Dolphin's NFL Foundation will provide Miami Beach Senior High PTSA a \$25,000.00 grant to fund a new athletic scoreboard for Miami Beach Senior High School.

Per Ann Hake, Senior Manager, Community Relations of the Miami Dolphins, "The Dolphins in partnership with the NFL Foundation are happy to provide \$25,000 in matching funds for the fundraising for Stephen Ross Field to ensure the field remains in Mr. Ross' name." (See attached email from Ann Hake dated January 14, 2022.)

The donation is contingent upon a match by the City of Miami Beach or PTSA or other entity to help complete the \$50,000 cost of the scoreboard. The Dolphin donation is also contingent upon the field to remain in Stephen Ross's name as it was in the past with his name on the scoreboard "Stephen Ross Field." The City of Miami Beach may also have its logo placed on the scoreboard.

The Miami Beach Sr. High PTSA obtained a quote from the vendor Daktronics, which includes a maintenance plan covering 5 years vendor warranty for all parts. The vendor, Daktronics, agreed to repair any structural issue over the lifespan of the board, if it becomes compromised in any way. If there is an issue with the electric, the school will request a MDCPS work order for an electrician will come to repair the board. MBSH PTSA will pay for having a power system check every two years to ensure functionality. (See attached letter from Melissa DeLisle dated January 24, 2022.)

On April 7, 2022, the City received an email from Gilberto Bonce, Administrative Director MDCPS North Region Office, committing to match the City of Miami Beach's \$12,500 for the purchase and installation of a new scoreboard at Miami Beach Senior High School.

SUPPORTING SURVEY DATA

The Dolphin's NFL Foundation will provide Miami Beach Senior High PTSA a \$25,000.00 grant to fund a new athletic scoreboard for Miami Beach Senior High School.

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purchase and installation of a new scoreboard at Miami Beach Senior High School.
54% of residents are satisfied or very satisfied with public schools in Miami Beach

FINANCIAL INFORMATION

FY22 \$12,500 is not budgeted

Applicable Area

Not Applicable

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Strategic Connection

Prosperity - Be known for (K-12) educational excellence.

Legislative Tracking

Organizational Development Performance Initiatives

Sponsor

Mayor Dan Gelber

ATTACHMENTS:

Description

- Ann Hake Email
- Financial Commitment Letter
- Resolution

DocuSign Envelope ID: 7893D617-2975-4A2A-9A03-1A07DD41B476

----- Forwarded message -----

From: Hake, Ann <ahake@dolphins.com>
Date: Fri, Jan 14, 2022 at 12:07 PM
Subject: RE: New MESH Field Sign
To: Beach High PTSA President <beachhighptsapres@gmail.com>
Cc: Botto, Edgardo <ebotto@dadeschools.net>

Hi Melissa,

Great to speak to you on the phone yesterday. The Dolphins in partnership with the NFL Foundation are happy to provide \$25,000 in matching funds for the fundraising for Stephen Ross Field to ensure the field remains in Mr. Ross' name. We look forward to seeing the new scoreboard to complement the field we partnered on just 2 years ago.

There are some items I will need from you in order to complete the funding. May you please send as soon as possible a financial commitment letter that our donation will match other funds raised and detailed maintenance plan from whomever is responsible for scoreboard maintenance?

Thank you,

Ann



Ann Hake
Miami Dolphins
Senior Manager, Community Relations
Hard Rock Stadium
347 Don Shula Drive
Miami Gardens, FL 33056
P: (305) 943-6795

January 24, 2022

To: Miami Dolphin Foundation / Ann Hake

Fr: Miami Beach Senior High PTSA / Melissa DeLisle

Re: Financial Commitment Letter MBSH Scoreboard

Dear Ann,

This is to confirm that the Dolphin 's NFL Foundation will provide Miami Beach Senior High PTSA a \$25,000.00 grant to fund a new athletic scoreboard for Miami Beach Senior High School. Your donation will be matched by another entity that PTSA secures to help complete the \$50,000 cost of the scoreboard. The agreement is that the donation ensures that the field will remain in Stephen Ross's name as it was in the past with his name on scoreboard "Stephen Ross Field"

The company that donates a matching amount (\$25,000), will have their logo placed on the scoreboard.

Timing: PTSA will aim to have board installed by May 1, 2022.

Maintenance plan:

- **The maintenance plan covers 5 years vendor warranty for all parts. The vendor, Daktronics, agreed to repair any structural issue over the lifespan of the board, if it becomes compromised in any way.**
- **If there is an issue with the electric, the school will request a MDCPS work order for an electrician will come to repair the board.**
- **There is Daktronics 1-800 number provided for any assistance.**
- **MBSH PTSA will pay for having a power system check every two years to ensure functionality.**